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Attorneys for Defendant  
WALMART, INC.

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

DIOEMA PALMA CASTANEDA, an  
individual,

Plaintiff,

vs.

WALMART, INC.; and DOES 1- 25,  
inclusive,

Defendants.

Case No: 2:23-cv-04553-MCS-JC  
Honorable Mark C. Scarsi  
Crtrm 7C – First Street Courthouse

**ORDER ON STIPULATED  
PROTECTIVE ORDER**

Action Filed: November 11, 2022  
Trial Date: May 7, 2024

**1. A. PURPOSES AND LIMITATIONS**

As the parties have represented that discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, this Court enters the following Protective Order. This Order does not confer blanket protections on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. Further, as set forth in Section 12.3, below, this Protective Order does not entitle the parties to file confidential information under seal. Rather, when the parties seek permission from the court to file material under seal, the parties

1 must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned  
2 District Judge and Magistrate Judge.

### 3 B. GOOD CAUSE STATEMENT

4 In light of the nature of the claims and allegations in this case and the parties'  
5 representations that discovery in this case will involve the production of confidential  
6 records, and in order to expedite the flow of information, to facilitate the prompt  
7 resolution of disputes over confidentiality of discovery materials, to adequately  
8 protect information the parties are entitled to keep confidential, to ensure that the  
9 parties are permitted reasonable necessary uses of such material in connection with  
10 this action, to address their handling of such material at the end of the litigation, and  
11 to serve the ends of justice, a protective order for such information is justified in this  
12 matter. The parties shall not designate any information/documents as confidential  
13 without a good faith belief that such information/documents have been maintained in  
14 a confidential, non-public manner, and that there is good cause or a compelling reason  
15 why it should not be part of the public record of this case.

### 16 2. DEFINITIONS

17 2.1 Action: The instant action: *Dioema Palma Castaneda v. Walmart, Inc.*,  
18 case no: 2:23-cv-04553-MCS-JC.

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
20 of information or items under this Order.

21 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for protection  
23 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
24 Cause Statement.

25 2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
26 Information or Items: extremely sensitive "CONFIDENTIAL" Information or Items,  
27 the disclosure of which to another Party or Non-Party would create a substantial risk  
28 of serious harm that could not be avoided by less restrictive means.

1           2.5    Counsel: Outside Counsel of Record and House Counsel (as well as their  
2 support staff).

3           2.6    Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY.”

7           2.7    Disclosure or Discovery Material: all items or information, regardless of  
8 the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced or  
10 generated in disclosures or responses to discovery in this matter.

11          2.8    Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
13 an expert witness or a consultant in this Action.

14          2.9    House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17          2.10   Non-Party: any natural person, partnership, corporation, association, or  
18 other legal entity not named as a Party to this action.

19          2.11   Outside Counsel of Record: attorneys who are not employees of a party  
20 to this Action but are retained to represent or advise a party to this Action and have  
21 appeared in this Action on behalf of that party or are affiliated with a law firm which  
22 has appeared on behalf of that party, and includes support staff.

23          2.12   Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26          2.13   Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

28

1        2.14 Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5        2.15 Protected Material: any Disclosures or Discovery Material that is  
6 designate as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
7 EYES ONLY.”

8        2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
9 from a Producing Party.

### 10        **3. SCOPE**

11        The protections conferred by this Order cover not only Protected Material (as  
12 defined above), but also (1) any information copied or extracted from Protected  
13 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
14 and (3) any deposition testimony, conversations, or presentations by Parties or their  
15 Counsel that might reveal Protected Material, other than during a court hearing or at  
16 trial.

17        Any use of Protected Material during a court hearing or at trial shall be  
18 governed by the orders of the presiding judge. This Order does not govern the use of  
19 Protected Material during a court hearing or at trial.

### 20        **4. DURATION**

21        Even after final disposition of this litigation, the confidentiality obligations  
22 imposed by this Order shall remain in effect until a Designating Party agrees  
23 otherwise in writing or a court order otherwise directs. Final disposition shall be  
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
25 or without prejudice; and (2) final judgment herein after the completion and  
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
27 including the time limits for filing any motions or applications for extension of time  
28 pursuant to applicable law.

1           **5.     DESIGNATING PROTECTED MATERIAL**

2           **5.1   Exercise of Restraint and Care in Designating Material for Protection.**

3 Each Party or Non-Party that designates information or items for protection under this  
4 Order must take care to limit any such designation to specific material that qualifies  
5 under the appropriate standards. The Designating Party must designate for protection  
6 only those parts of material, documents, items, or oral or written communications that  
7 qualify so that other portions of the material, documents, items, or communications  
8 for which protection is not warranted are not swept unjustifiably within the ambit of  
9 this Order.

10           Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating Party  
14 to sanctions.

15           If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18           **5.2   Manner and Timing of Designations.** Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23           Designation in conformity with this Order requires:

24           (a) For information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions), that the Producing Party  
26 affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY  
27 CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains  
28 protected material. If only a portion or portions of the material on a page

1        qualifies for protection, the Producing Party also must clearly identify the  
2        protected portion(s) (e.g., by making appropriate markings in the margins).

3        A Party or Non-Party that makes original documents available for  
4        inspection need not designate them for protection until after the inspecting  
5        Party has indicated which documents it would like copied and produced.  
6        During the inspection and before the designation, all of the material made  
7        available for inspection shall be deemed “CONFIDENTIAL.” After the  
8        inspecting Party has identified the documents it wants copied and produced, the  
9        Producing Party must determine which documents, or portions thereof, qualify  
10       for protection under this Order. Then, before producing the specified  
11       documents, the Producing Party must affix the “CONFIDENTIAL”, or  
12       “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each  
13       page that contains Protected Material. If only a portion or portions of the  
14       material on a page qualifies for protection, the Producing Party also must  
15       clearly identify the protected portion(s) (e.g., by making appropriate markings  
16       in the margins).

17       (b) for testimony given in depositions that the Designating Party  
18       identifies on the record, before the close of the deposition as protected  
19       testimony.

20       (c) for information produced in some form other than documentary  
21       and for any other tangible items, that the Producing Party affix in a prominent  
22       place on the exterior of the container or containers in which the information is  
23       stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
24       ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information  
25       warrants protection, the Producing Party, to the extent practicable, shall  
26       identify the protected portion(s).

27       ///

1        5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 2 failure to designate qualified information or items does not, standing alone, waive the  
 3 Designating Party's right to secure protection under this Order for such material.  
 4 Upon timely correction of a designation, the Receiving Party must make reasonable  
 5 efforts to assure that the material is treated in accordance with the provisions of this  
 6 Order.

## 7        **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8        6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 9 designation of confidentiality at any time that is consistent with the Court's  
 10 Scheduling Order.

11        6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
 12 resolution process under Local Rule 37-1 et seq.

13        6.3 The burden of persuasion in any such challenge proceedings shall be on  
 14 the Designating Party. Frivolous challenges, and those made for an improper purpose  
 15 (e.g., to harass or impose unnecessary expenses and burden on other parties) may  
 16 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
 17 or withdrawn the confidentiality designation, all parties shall continue to afford the  
 18 material in question the level of protection to which it is entitled under the Producing  
 19 Party's designation until the Court rules on the challenge.

## 20        **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

21        7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 22 disclosed or produced by another Party or by a Non-Party in connection with this  
 23 Action only for prosecuting, defending, or attempting to settle this Action. Such  
 24 Protected Material may be disclosed only to the categories of persons and under the  
 25 conditions described in this Order. When the Action has been terminated, a Receiving  
 26 Party must comply with the provisions of Section 13 below.



1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
9 as well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel)  
12 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) private court reporters and their staff to whom disclosure is  
18 reasonably necessary for this Action and who have signed the “Acknowledgment and  
19 Agreement to be Bound” (Exhibit A);

20 (f) professional jury or trial consultants, mock jurors, and  
21 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
22 who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

23 (h) during their depositions, witness, and attorneys for witnesses, in  
24 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
25 party requests that the witness sign the “Acknowledgment an Agreement to Be  
26 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential  
27 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
28 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.



1 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
2 Protected Material may be separately bound by the court reporter and may not be  
3 disclosed to anyone except as permitted under this Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
7 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
8 writing by the Designating Party, a Receiving Party may disclose any information or  
9 item designated “HIGHLY CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
11 as well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for this Action;

13 (b) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (c) the court and its personnel;

17 (d) private court reporters and their staff to whom disclosure is  
18 reasonably necessary for this Action and who have signed the “Acknowledgment and  
19 Agreement to Be Bound” (Exhibit A);

20 (e) professional jury or trial consultants, mock jurors, and  
21 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
22 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (f) the author or recipient of a document containing the information  
24 or a custodian or other person who otherwise possessed or knew the information; and

25 (g) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions.

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1           **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2           **PRODUCED IN OTHER LITIGATION**

3           If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY,” that Party must:

7                   (a) promptly notify in writing the Designating Party. Such  
8 notification shall include a copy of the subpoena or court order unless prohibited by  
9 law;

10                   (b) promptly notify in writing the party who caused the subpoena or  
11 order to issue in the other litigation that some or all of the material covered by the  
12 subpoena or order is subject to this Protective Order. Such notification shall include  
13 a copy of this Protective Order, and

14                   (c) cooperate with respect to all reasonable procedures sought to be  
15 pursued by the Designating Party whose Protected Material may be affected.

16           If the Designating Party timely seeks a protective order, the Party served with  
17 the subpoena or court order shall not produce any information designated in this action  
18 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY” before a determination by the court from which the subpoena or order issued,  
20 unless the Party has obtained the Designating Party’s permission, or unless otherwise  
21 required by the law or court order. The Designating Party shall bear the burden and  
22 expense of seeking protection in that court of its confidential material and nothing in  
23 these provisions should be construed as authorizing or encouraging a Receiving Party  
24 in this Action to disobey a lawful directive from another court.

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**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to this discovery request. If the Non-

1 Party timely seeks a protective order, the Receiving Party shall not produce any  
2 information in its possession or control that is subject to the confidentiality agreement  
3 with the Non-Party before a determination by the court unless otherwise required by  
4 the law or court order. Absent a court order to the contrary, the Non-Party shall bear  
5 the burden and expense of seeking protection in this court of its Protected Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstances not authorized under this  
9 Protective Order, the Receiving Party must immediately (a) notify in writing the  
10 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
11 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
12 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
13 request such person or persons to execute the “Acknowledgment and Agreement to  
14 Be Bound” (Exhibit A).

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
16 **OTHERWISE PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Party that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
21 may be established in an e-discovery order that provides for production without prior  
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
23 parties reach an agreement on the effect of disclosure of a communication or  
24 information covered by the attorney-client privilege or work product protection, the  
25 parties may incorporate their agreement into this Protective Order.

26 **12. MISCELLANEOUS**

27 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any  
28 person to seek its modification by the Court in the future.

1        12.2 Right to Assert Other Objections. No Party waives any right it otherwise  
 2 would have to object to disclosing or producing any information or item on any  
 3 ground not addressed in this Protective Order. Similarly, no Party waives any right  
 4 to object on any ground to use in evidence of any of the material covered by this  
 5 Protective Order.

6        12.3 Filing Protected Material. A Party that seeks to file under seal any  
 7 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
 8 orders of the assigned District Judge and Magistrate Judge. Protected Material may  
 9 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
 10 Protected Material at issue. If a Party's request to file Protected Material under seal  
 11 is denied by the court, then the Receiving Party may file the information in the public  
 12 record unless otherwise instructed by the court.

### 13        **13. FINAL DISPOSITION**

14        After the final disposition of this Action, as defined in Section 4, within 60 days  
 15 of a written request by the Designating Party, each Receiving Party must return all  
 16 Protected Material to the Producing Party or destroy such material. As used in this  
 17 subdivision, "all Protected Material" includes all copies, abstracts, compilation,  
 18 summaries, and other format reproducing or capturing any of the Protected Material.  
 19 Whether the Protected Material is returned or destroyed, the Receiving Party must  
 20 submit a written certification to the Producing Party (and, if not the same person or  
 21 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
 22 where appropriate) all the Protected Material that was returned or destroyed and (2)  
 23 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
 24 summaries or any other format reproducing or capturing any of the Protected Material.  
 25 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
 26 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 27 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
 28 and consultant and expert work product, even if such materials contained Protected

1 Material. Any such archival copies that contain or constitute Protected Material  
2 remain subject to this Protective Order as set forth in Section 4.

3 **14.** Any violation of this Order may be punished by any and all appropriate  
4 measures including, without limitation, contempt proceedings and/or monetary  
5 sanctions.

6  
7 Dated: October 31, 2023

MESSRELIAN LAW INC.

8  
9   
10 Harout Messrelian, Esq.  
11 Attorneys for Plaintiff  
12 DIOEMA PALMA CASTANEDA

13 Dated: October 31, 2023

BURGER | MEYER <sup>LLP</sup>

14 */s/ Sean N. Costa*  
15 Bron E. D'Angelo, Esq.  
16 Sean N. Costa, Esq.  
17 Attorneys for Defendant  
18 WALMART, INC.

19  
20 IT IS SO ORDERED this 2nd day of November, 2023.

21   
22 Honorable Jacqueline Chooljian  
23 United States Magistrate Judge  
24  
25  
26  
27  
28

**EXHIBIT "A"**  
**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, [print or type name full name],  
of \_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Protective Order that was  
issued by the United States District Court for the Central District of California on  
November 2, 2023 in the case of *Dioema Palma Castaneda v. Walmart, Inc.*, Case  
No. 2:23-cv-04553-MCS-JC. I agree to comply with and to be bound by all the  
terms of this Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_ [print or type full name]  
of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_